

Return to:
Office of the County Attorney
County of York
224 Ballard Street
Yorktown, VA 23690

THIS DEED OF EASEMENT AND CONVEYANCE OF A PRIVATE SEWER SYSTEM, made this 14th day of January, 2000, by and between **EWELL INDUSTRIAL PARK, L.L.C.**, a Virginia limited liability company, Grantor, hereinafter referred to as "Landowner," and the **COUNTY OF YORK, VIRGINIA**, Grantee, hereinafter referred to as "County."

W I T N E S S E T H :

That for and in consideration of Ten Dollars (\$10.00) cash in hand paid to the Landowner by the County and other good and valuable consideration, the receipt of which is hereby acknowledged, the Landowner does hereby grant and convey with General Warranty to the County and its successors and assigns forever the following property:

Permanent utility easements (the singular term "easement" when used hereinafter to include the plural if applicable) for the installation, maintenance, operation, and repair of utility lines, pipes, and facilities connected therewith, which easements are beneath, upon, and over a strip of land, which are shown and designated as either a "Proposed 20' Utility Easement (Centered on Existing Force Main)" or a "Proposed 10' Utility Easement" on a certain plat entitled "PLAT OF EASEMENT CONVEYANCE, FROM: EWELL INDUSTRIAL PARK, L.L.C., TO: COUNTY OF YORK, VIRGINIA, PROJECT: EWELL INDUSTRIAL PARK," dated December 8, 1998, and revised January 13, 2000, and made by AES Consulting Engineers, attached hereto, to which plat reference is hereby made for a more particular description of the easements hereby conveyed.

Landowner further bargains, sells, and conveys to the County all existing sewage disposal equipment and improvements installed and existing within the easement hereby conveyed and including all sewage disposal improvements and equipment as shown on a certain plan entitled "Ewell Industrial Park Grinder Pumps and Low Pressure Force Main System" dated February 26, 1996, and approved by the County on June 27, 1996, which plan is incorporated herein by

reference. Such equipment and improvements consist of two grinder pump units and approximately 982 feet of sewer main, and all related and appurtenant improvements.

Landowner further understands and agrees as follows:

1. All facilities, public works, and appurtenances which are installed in or on said property now or in the future by or for the County shall be and remain the property of the County and no charge shall at any time be made by the Landowner for the use of the property occupied by the County or for the privilege of constructing, maintaining and operating said facilities and the necessary or appropriate appurtenances.

2. The County and its agents and employees for the purpose of inspecting, maintaining or operating its facilities shall have the right and easement of ingress and egress over any lands of the Landowner adjacent to the described easement between any public or private roads and the described easement in such manner as shall occasion the least practicable damage and inconvenience to Landowner.

3. The County shall have the right to inspect, rebuild, repair, change, alter, and install utility lines, pipes, and facilities, or such additional or substitute lines or facilities within the easement herein granted as the County may from time to time deem advisable or expedient, and shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use for any of the aforesaid purposes of the easement and rights herein granted.

4. The County shall have the right to trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures, paving, or other obstructions or facilities within said easement which it deems in any way to interfere with the proper and efficient construction, operation, and maintenance of the facilities in or on said easement.

5. The County shall repair or replace only ground cover now on the said easement which may be disturbed, damaged, or removed as a result of the construction of any of the County's facilities, shall remove all trash and other debris of construction or repair from the easement, and shall restore the surface thereof to its original condition as nearly as reasonably possible, all subject, however, to this exception,

to-wit: that the County shall not be so obligated when it would be inconsistent with the proper operation, maintenance or use of its facilities.

6. Landowner reserves the right to make use of the land subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the said easement by the County for the purposes aforesaid; provided, however, that all such use shall be at Landowner's risk unless prior written approval of County is obtained and provided further that this paragraph shall not apply to property conveyed in fee simple. Notwithstanding the foregoing, Landowner may continue to utilize as a private roadway those portions of Landowner's property shown on the referenced plat as comprising Ewell Road. Such continued use shall be subject to the County's rights as are set out in this instrument. Moreover, the County's obligation to repair or replace pavement in the event of repair to or maintenance of the sewer system shall likewise be only as are set out in this instrument. Nothing herein shall prevent a future expansion of the roadway with County approval, or its dedication as a public road consistent with applicable laws and regulations. However, the County shall incur no cost thereby.

7. Whether or not the easement herein conveyed is exclusive, no other party shall be granted the right to use or shall use any part of the area within such easement for any purpose or in any manner until after a review and a finding by the County in writing that such use will not be in conflict with, or inconvenient to, the County's use thereof or the purpose for which such easement was granted.

8. Nothing herein shall be deemed to prohibit the placement of structures including fences within the easement by property owners of the underlying fee without prior approval of the County; provided that any such improvements shall be placed at the risk of the property owner and the County shall have the right to remove any such improvements should they interfere with the rights granted the County herein; and further provided that any such improvements shall be in conformance with all other County ordinances.

9. Landowner has seen and carefully examined a copy of the hereinabove-described plat, is entirely familiar with the quantity of the land covered by this conveyance, and fully understands the effect that it will or might have on the value of the remaining property.

10. Any easement or right granted the County hereunder is intended to be and shall be usable by and for the benefit of the County as such and also any sanitary district, authority, or any other County agency or entity operated solely or partially for the benefit of the citizens of York County or any portion thereof, which such other agency or entity shall enjoy all of the privileges herein granted to the County as such.

11. By mutual consent, the parties may from time to time grant the right to others to locate facilities serving the public within the easement hereby conveyed, including but not limited to electric, telephone or gas utility facilities.

12. This instrument covers all the agreements between the parties and no representations or statements, verbal or written, have been made which are inconsistent with the terms of this deed.

WITNESS the following signatures and seals:

EWELL INDUSTRIAL PARK, L.L.C.

By _____ (SEAL)
Frank W. Huckaby, Manager

By _____ (SEAL)
Cynthia D. Huckaby, Manager

COMMONWEALTH OF VIRGINIA

County of York, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by Frank W. Huckaby, Manager, and Cynthia D. Huckaby, Manager, of Ewell Industrial Park, L.L.C., a Virginia limited liability company, on behalf of the company.

Notary Public

My commission expires: _____

Approved as to form:

County Attorney

The County of York, Virginia, acting by and through its County Administrator, he being thereto duly authorized by Resolution No. R89-28, adopted by the York County Board of Supervisors on the 19th day of January, 1989, does hereby accept the conveyance of the interest in real estate made by this deed.

COUNTY OF YORK, VIRGINIA

By _____
County Administrator

COMMONWEALTH OF VIRGINIA

County of York, to-wit:

The foregoing instrument was acknowledged before me this
_____ day of _____, 2000, by Daniel M. Stuck, County
Administrator.

Notary Public

My commission expires: _____